

EXHIBIT B

Issa, Ashraf Abu

6/6/2008

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ROOTS READY MADE GARMENTS CO.
W.L.L.,

Plaintiff,

CERTIFIED COPY

vs.

No. C 07-03363 CRB

THE GAP, INC., a/k/a, GAP, INC.,
GAP INTERNATIONAL SALES, INC.,
BANANA REPUBLIC, LLC, AND OLD
NAVY, LLC,

Defendants.

DEPOSITION OF ROOTS READY MADE GARMENTS CO.

DEPONENT: ASHRAF ABU ISSA

Friday, June 6, 2008

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Reported by:
JANIS JENNINGS, CSR, CRP, CLR

1 to reorganize the relationship we had with Gabana.

2 Q. But if this was just like the minutes of a
3 meeting, why would you sign it?

4 A. In our part of the world, it's common to
5 sign minutes of meetings to say that you agree on
6 them.

7 Q. When you say "you agree on them," what do
8 you mean?

9 A. You agree that this was discussed.

10 Q. So at the top of page 2 where it says,
11 "Now, therefore, the parties agree as follows," in
12 your view, that didn't actually reflect something
13 the parties had agreed to; is that right?

14 A. Say it again.

15 Q. Sure. At the top of page 2 it says, "Now
16 therefore, the parties agree as follows."

17 Is it your testimony that that's not
18 something you thought the parties had actually
19 agreed to?

20 MR. HANEY: Objection as to form.

21 THE WITNESS: No. Everything -- no. It
22 was discussed and agreed on, yes.

23 BY MS. DURIE:

24 Q. It was in fact agreed that these things
25 would happen; right?

1 MR. HANEY: Objection as to form.

2 THE WITNESS: Yes, in total.

3 BY MS. DURIE:

4 Q. And the parties signed this document in
5 order to reflect that agreement that they had
6 entered into; right?

7 A. Yes.

8 Q. And the parties included a choice of law
9 provision so that if there were any disputes about
10 that agreement, there would be a mechanism for
11 resolving those disputes; right?

12 A. Yes.

13 Q. Now, if you turn to the first page of
14 Exhibit 10, it says, "Gabana has been offered by Gap
15 Inc. to enter into a new distribution agreement for
16 ISP."

17 Do you see that?

18 A. Yes.

19 Q. Why did Exhibit 10 state that Gabana and
20 not Roots had been offered to enter into a new
21 distribution agreement?

22 A. Because officially, that's what happened.

23 Q. If you turn to the second page, at the top
24 it says, "Gabana and Roots will negotiate and sign
25 in good faith two new distribution agreements, being

1 one for the excess inventory merchandise and one for
2 the ISP merchandise. Both agreements will reflect
3 the contents of the agreements signed between Gabana
4 and Gap Inc."

5 A. Yes.

6 Q. As of May 12th, 2003, Roots' intention was
7 to enter into an ISP distribution agreement with
8 Gabana; correct?

9 A. What's the last part? I got number one.
10 Number two is where?

11 Q. The part that I read out loud was just
12 No. 1.

13 A. Okay.

14 Q. And my question is as of May 12th --

15 A. Yes.

16 Q. -- 2003 --

17 A. Yes.

18 Q. -- Roots intended to enter into an ISP
19 distribution agreement with Gabana; right?

20 A. Yes.

21 Q. And the intent was that the ISP
22 distribution agreement that was going to be entered
23 into between Roots and Gabana would reflect the
24 written agreement that was being entered into
25 between Gap and Gabana; right?

1 A. No.

2 Q. Why does it say here, "Both agreements
3 will reflect the contents of the agreement signed
4 between Gabana and Gap Inc."?

5 A. Because at that time, we should have
6 negotiated these agreements together with Gap.

7 Q. But the intent was that Gap would enter
8 into an agreement with Gabana; right?

9 A. Yes.

10 Q. And Gabana would then enter into an
11 agreement with Roots; right?

12 A. Yes.

13 Q. And the terms of the contract between
14 Gabana and Roots would reflect the contents of the
15 agreement that was going to be entered into between
16 Gap and Gabana; right?

17 A. Provided that we were part of the
18 discussion between Gabana and Roots -- Gap and
19 Gabana.

20 Q. Okay. Was that condition set forth
21 anywhere in this letter of understanding?

22 A. No.

23 Q. There's no reference in this letter of
24 understanding to any direct contractual relationship
25 between Gap and Roots, is there?

1 MR. HANEY: You want him to read the
2 entire document?

3 MS. DURIE: Sure.

4 THE WITNESS: I have to read the entire
5 document.

6 So your question again?

7 BY MS. DURIE:

8 Q. Is there any reference in Exhibit 10, the
9 May 12th letter of understanding, to a direct
10 contract between Gap and Roots?

11 A. Yes.

12 Q. Where?

13 A. If you turn to page 2. Okay. And here in
14 point 4, okay, Roots and Gabana -- "The shareholders
15 of Roots," and then "(Gabana Gulf Distribution and
16 Gabana Distribution) merged as one company agree to
17 mutually exchange 50% of their representative
18 shares."

19 So we were becoming one company, and Roots
20 has a share in Gabana. So Roots would have
21 negotiated that agreement or had an agreement
22 directly.

23 Q. So the way that Roots would have a direct
24 contractual relationship with Gap was by merging
25 with Gabana; is that right?

1 A. No. No. That's not what you asked me.
2 You asked me if Roots had any direct -- would have
3 had -- because of this agreement could have had any
4 direct relationship or contract with Gap; right? I
5 don't know -- because you are asking two different
6 things.

7 Q. Okay. At the time that the May 12th,
8 2003, agreement was signed, at that time, did Roots
9 already have a contract directly with Gap?

10 A. Yes.

11 Q. Is there anything in the May 12th
12 agreement that references that supposed contract?

13 A. Not referred to that special contract, no.

14 Q. Why not?

15 A. Because we didn't -- this is an
16 understanding or a reorganization between Gabana and
17 Roots.

18 Q. Well, if Roots already had a direct
19 contract with Gap --

20 A. Yes.

21 Q. -- to get ISP distribution rights, why did
22 it need to enter into a contract with Gabana?

23 MR. HANEY: Wait. Objection as to form
24 and foundation.

25 You can answer.

CERTIFICATE OF REPORTER

I, JANIS L. JENNINGS, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; that any witnesses in the foregoing proceedings, prior to testifying, were placed under oath; that a verbatim record of the proceedings was made by me using machine shorthand which was thereafter transcribed under my direction; further, that the foregoing is an accurate transcription thereof.

I further certify that I am neither financially interested in the action nor a relative or employee of any attorney of any of the parties.

IN WITNESS WHEREOF, I have this date subscribed my name.

Dated:

June 18th, 2008

JANIS JENNINGS
CSR NO. 3942